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54783-E\* 35604-E

**ELECTRIC SCHEDULE E-OBR**ON-BILL REPAYMENT (OBR) PILOTS

Sheet 1

APPLICABILITY:	This Schedule is applicable to electric service to non-residential Customers, and to residential master-metered multifamily Customers who meet the eligibility criteria specified in Section CUSTOMER ELIGIBILITY, below, and receive service under a PG&E Electric Rate Schedule.	(T)
	On-Bill Repayment (OBR) is designed to facilitate billing for an Eligible Agreement on the Customers' Bill to finance Qualified Measures and their installation at the Customers' Premises.	(T)   (T)
	OBR is available for Eligible Agreements funded by Participating Finance Companies as directed by the California Public Utilities Commission (CPUC).	(T) (T)
DEFINITIONS:	The definitions of capitalized terms used in this Schedule are either defined in this Rate Schedule or are defined in Rule 1, Definitions.	(T) (T)
	Bill: The Customer's Utility Bill.	(D) (N)
	California Hub for Energy Efficiency Financing (CHEEF): a central enabling entity through which energy users, financial and/or service companies, energy efficiency providers and Participating Utilities can participate in a program to help finance the installation of Qualified Measures. The CHEEF may act through agents or third-party service providers.	(T)   (T)
	Customer: The individual or entity that takes service from PG&E.	(N)
	Eligible Agreement: An agreement between the Customer and Participating Finance Company that satisfies the requirements for participation in OBR pursuant to OBR Rules.	(D) (T)   (T) (D)

(Continued)

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ELECTRIC SCHEDULE E-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 2

DEFINITIONS: (cont'd.)	<b>Financing Charge(s):</b> Amounts due to a Participating Finance Company during a repayment period for an Eligible Agreement, including any late fees, late payments, or any other fees as calculated by the Participating Finance Company pursuant to the Eligible Agreement.	(D) (D) (T)     (T)
	<b>On-Bill Repayment (OBR):</b> A process whereby OBR Charges, are billed through the Customer's Bill, and collected OBR charges, are forwarded to the Participating Finance Company.	(T)   (T)
	<b>OBR Charge(s):</b> Financing Charge(s) relating to an Eligible Agreement for the financing of Qualified Measures and their installation at the Premises associated with the Customer's account and included on a Bill pursuant to the Eligible Agreement and OBR Rules.	(T)     (T)
	<b>OBR Rules:</b> Rules and requirements for participation in OBR established by the CHEEF in title 4, Division 13, Articles 6 and 7 of the California Code of Regulations.	(T)
	<b>Participating Finance Company:</b> A finance or service company approved for participation in OBR by the CHEEF, pursuant to OBR rules.	(T) (T) (D)
	<b>Participating Utility:</b> Pacific Gas and Electric Company, Southern California Edison Company, San Diego Gas & Electric Company, and/or Southern California Gas Company.	(D)
	<b>Qualified Measures:</b> Measures approved as eligible for inclusion in OBR pursuant to OBR Rules.	(N) (N)
	<b>Utility Charges:</b> Charges rendered by PG&E for electric and/or gas service, deposits, and related charges approved by the CPUC. OBR Charges are not Utility Charges.	
TERRITORY:	OBR is available throughout PG&E's electric service area, subject to the availability of Participating Finance Companies.	(T) (T)
RATES:	All charges and provisions of the Customer's otherwise applicable rate schedule shall continue to apply. Each OBR Charge will appear as a separate line item (or multiple line items) on the Bill, as determined by the CPUC in coordination with the CHEEF.	(T)

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Sheet 3

# ELECTRIC SCHEDULE E-OBR ON-BILL REPAYMENT (OBR) PILOTS

**CUSTOMER** A Customer or its authorized agent or representative, authorize PG&E to include (T) **ELIGIBILITY:** the OBR Charge on the Bill. The Customer must be current on their Utility Charges at the time the OBR Charge is first added to the Bill (i.e. not in default, arrears or an active payment arrangement). 2. A Customer must meet the eligibility requirements described in the OBR Rules. (T) (D) (D) (D) **BILLING AND** PG&E is authorized to include OBR Charge on the Bill unless otherwise instructed by the CHEEF or as provided herein. Upon the Customer's or its authorized agent **PAYMENT OF** or representative's authorization, PG&E will include the OBR Charges as a line **OBR CHARGES:** item or items on the Customer's Bill as calculated and transmitted by the Participating Finance Company and communicated to PG&E by the CHEEF. (T) PG&E may rely on instructions received from the CHEEF and its agents and is not required to verify the amount of the OBR Charge or undertake any other verification or inquiry with respect to the transactions giving rise to the OBR Charges. OBR Charges may increase or decrease from month to month based on (T) the terms of the Eligible Agreement. (T) PG&E will include or remove OBR Charges on the Bill only pursuant to instructions from the CHEEF or as otherwise required by law. The CHEEF may instruct PG&E (T)to remove OBR Charges from the Bill pursuant to OBR rules. If PG&E receives instructions from the CHEEF, or a court of competent jurisdiction, to remove OBR Charges, PG&E will remove such charges from the Bill no later than the second billing cycle after such instructions are received. If OBR Charges are removed from the bill, PG&E shall promptly notify the CHEEF. All collection and enforcement action with respect to an Eligible Agreement shall be and remain the responsibility (T) of the Participating Finance Company. (T) In the event a Customer uses an Eligible Agreement to finance the installation of (T) Qualified Measures consisting of both gas and electric measures, and is a Customer of more than one Participating Utility, then the OBR Charges attributable to such Eligible Agreement will be placed on the Bill of the Participating Utility for which the greatest Qualified Measure installed costs are expected to accrue as determined by the CHEEF. (T) A Customer shall pay OBR Charge along with all other charges on the Bill in (T) accordance with the payment terms applicable to the Bill. All payments shall be made to PG&E. PG&E will forward the OBR Charge payments received to the CHEEF.

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# ELECTRIC SCHEDULE E-OBR ON-BILL REPAYMENT (OBR) PILOTS

Sheet 4

BILLING AND PAYMENT OF OBR CHARGES: (cont'd.)

- 5. Unless otherwise instructed by CHEEF, PG&E shall keep OBR Charges on the Bill unless it is determined that the Customer's account for all service at the site will be closed. On and after such determination, PG&E will have no further responsibility for collecting and remitting OBR Charges unless the responsibility to pay such OBR Charges is assumed by a subsequent Customer at the Premises, pursuant to Section TRANSFERABILITY OF OBLIGATION TO PAY OBR CHARGES, below.
- 6. Partial Payment: PG&E's billing system applies partial payment to the components of the bill using pro rate distribution. In instances of customers making partial payments, the partial payment will be applied to the disconnectable charges, including OBR Charges, where OBR is a disconnectable charge, and utility and other non-OBR charges in proportion to the amount owed for each. Payments will be applied to the past due OBR Charges prior to any current charges where OBR is a disconnectable charge. Non-payment of non-residential OBR Charges subjects the Customer's account to service disconnection. Residential service is not subject to disconnection for non-payment of OBR charges.

A Customer's failure to pay any of the components of the Bill (other than for master-metered residential properties) will subject the Customer to service termination as set forth in Rule 11, Discontinuance and Restoration of Service.

- 7. Termination of Utility Service for Non Payment of OBR Charges: Unless otherwise prohibited by law, non-payment of OBR Charges by Customer other than those who reside in a residential or multi-family Premises, shall subject Customers to PG&E service disconnection, consistent with the provisions of Rule 11, Discontinuance and Restoration of Service, on the same terms and conditions under which PG&E will disconnect the Customer for failure to pay Utility Charges. PG&E will reconnect service for a CPUC-authorized service fee when the criteria for reconnection, as specified in Rule 11, have been met and delinquent OBR Charges and Utility Charges have been paid. In order to be eligible to be reconnected, Customer must only pay delinquent OBR Charges and not any accelerated balance of the Loan or Lease. Upon remedy of delinquent OBR Charges, Customers that have been terminated will also be required to meet the criteria of Rule 6, Establishment and Reestablishment of Credit.
- 8. Utility Provision of Data on Collection Events: PG&E shall provide the CHEEF at the request of the CPUC, in consultation with the CHEEF, accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Rule 11 and procedures cited above.
- Past-Due and Liability for Disconnection Notice: PG&E shall issue non-residential
   Customers with past due OBR charges notice reminding them of the liability of
   disconnection and a possible timeline for it. Such notice shall use the existing
   processes and protocols PG&E has in place for past-due notification.

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Sheet 5

### **ELECTRIC SCHEDULE E-OBR** ON-BILL REPAYMENT (OBR) PILOTS

**BILLING AND PAYMENT OF OBR CHARGES:** (cont'd.)

10. Declaration of Event of Default Under Loan or Lease Agreement: Participating Finance Company elects to declare an event of default under the terms of the Eligible Agreement it may demand immediate repayment of the entire principal and interest amounts outstanding (acceleration of loan repayment). If the Finance Company chooses to accelerate the Eligible Agreement repayment, the Finance Company must instruct the CHEEF to request PG&E remove all OBR Charges from the Bill. No accelerated loan repayments shall be eligible to be serviced as an OBR Charge. The Participating Finance Company shall be fully responsible for collecting all further amounts due under the Eligible Agreement from the Customer.

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11. Customer Bankruptcy: If a Customer files a petition for bankruptcy protection under the United States Bankruptcy Code, PG&E, upon notice, shall remove all OBR Charges from the Bill. If PG&E service was disconnected due to nonpayment of Utility Charges or OBR Charges, service shall be reconnected if required to comply with Bankruptcy Law provided the Customer complies with Rule 6. Once OBR Charges have been removed from the Bill due to the Customer's bankruptcy, Financing Charges shall only be places back on the Bill pursuant to OBR Rules.

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Security Deposit: If a Customer has or is required to provide a security deposit to establish or re-establish credit with PG&E in order to connect or reconnect service, the OBR Charges will not be included in the calculation of the security deposit

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pursuant to Rule 6. The Security Deposit and interest earned on the deposit, if any, will not apply to delinquent or current OBR Charges and Participating Lender or Lessor will have no claim on or interest in the Security Deposit and interest earned on the deposit, if any. 13. Prepayment of OBR Charges: PG&E is not responsible for collecting, receiving or

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remitting any amounts to be attributable to prepayment of and Eligible Agreement. If, in accordance with the Eligible Agreement, the Customer elects to pay some or all of the outstanding Eligible Agreement balance independent of the OBR Charge, the Customer is expected to send such payment directly to the Participating Finance Company, rather than to PG&E. If PG&E receives notification in accordance with its procedures for notification, from a Customer that the Customer's excess payment was intended to pre-pay all or a substantial portion of the Eligible Agreement balance, PG&E shall return such excess funds to the Customer pursuant to the processes defined in existing rules, tariffs, and procedures.

(T)(T)

Bill Impacts: OBR Charges may increase the amount of the Bill. OBR Charges may or may not be offset in whole or in part by a reduction in Customer's energy usage resulting from the installation of Qualified Measures and the Customer shall not be entitled to claim any reduction in OBR Charges based on the extent to which Qualified Measures achieve their anticipated benefits. OBR Charges must be paid by Customer whether or not the Qualified Measures result in a reduction in the Customer's energy usage or Bill savings. PG&E disclaims any warranty including warranty of merchantability or fitness for a particular purpose regarding any Qualified Measures.

15. Loan Disclosures: Nothing in this Rate Schedule shall relieve Participating Finance Companies from any obligation by law to make disclosures or to provide periodic statements or other information to Customers with respect to Eligible Agreements. PG&E assumes no responsibility with respect to such disclosures and reporting by virtue of providing OBR services pursuant to this Rate Schedule.

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# **ELECTRIC SCHEDULE E-OBR** ON-BILL REPAYMENT (OBR) PILOTS

Sheet 6

BILLING AND	
PAYMENT OF	
<b>OBR CHARGES:</b>	
(cont'd.)	

16. Payment Arrangements: PG&E may extend payment arrangements as defined by Rule 11 to Customers with OBR Charges on their Bills. Any payment arrangements for OBR Charges will be according to agreements between the Participating Finance Company and customer, and will not include involvement by the PG&E.

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#### **REQUIRED** AGREEMENTS:

Eligible Agreement: A Customer participating in OBR must be names on an Eligible Agreement with a Participating Finance Company which specifies the repayment obligations in accordance with the OBR Rules and any other associated agreements required by the Participating Finance Company.

Authorization Form: A Customer participating in OBR, or its authorized agent of representative, must execute Gas/Electric Sample Form 79-1157 "Authorization to Add Loan Charges to Utility Bill " that specifies the terms and conditions under which PG&E will include the OBR Charges, along with confirmation of PG&E's disconnection provisions.

#### **TRANSFERABILITY** OF OBLIGATION TO PAY OBR CHARGES:

Responsibility to pay OBR Charges may be voluntarily assumed by the subsequent customer of record at the same Premises. In order to assume OBR Charges, the subsequent customer at the same Premises must consent to assume the obligation to pay the balance due on the Eligible Agreement in writing as deemed appropriate by the Participating Finance Company and must fully execute a new Gas/Electric Sample Form 79-1157 "Authorization to Add Loan Charges to Utility Bill." whereby the subsequent customer accepts and assumes the responsibility to pay the remaining OBR Charges on the Bill. PG&E will include OBR Charges on the Bill of the subsequent customer only pursuant to instructions received from the CHEEF. At that point, the subsequent customer becomes the Customer for the purposes of this Rate Schedule.

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In the event the Customer ceases to be PG&E's customer at the Premises where the Qualified Measures from the Eligible Agreement are installed, and the subsequent customer at the same premises does not authorize OBR Charges to be placed on the Bill, OBR Charges will no longer appear on the Bill for that Premises, and PG&E will have no further obligation to collect OBR Charges.

#### **BILLING INQUIRIES OR DISPUTES:**

- 1. Customer inquiries concerning Utility Charges should be directed to PG&E.
- 2. Customer inquiries concerning the OBR Charges should be directed to the Participating Finance Company.

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Sheet 7

### ELECTRIC SCHEDULE E-OBR ON-BILL REPAYMENT (OBR) PILOTS

BILLING INQUIRIES OR DISPUTES: (cont'd.)

- 3. Where the Customer disputes its obligations to pay OBR Charge(s), the dispute shall be resolved between the Customer and the Participating Finance Company and PG&E shall not be a party to the dispute. PG&E will continue to include the OBR Charges on the Bill pending dispute resolution unless otherwise instructed by the CHEEF or court of competent jurisdiction as set forth in Section BILLING AND PAYMENT OF OBR CHARGES, paragraph 2, above. Where the Customer disputes its obligation to pay non-OBR charges, and impounds any disputed amount with the CPUC in accordance with Rule 10, Customer payments will be allocated in accordance with PG&E's rules, tariffs and procedures.
- 4. Customers with an OBR repayment dispute shall resolve it directly with PG&E or Participating Finance Company. If a Customer subsequently contacts the CHEEF regarding the Utility billing service, the Customer will be referred to the CPUC's Consumer Affairs Branch (CAB) for assistance through its dispute resolution process. Disputes with the Participating Finance Company regarding any terms of the Eligible Agreement must be resolved directly with the Participating Finance Company and cannot be resolved by CAB.

LIABILITY IN
CONNECTION
WITH OBR
CHARGES AND
CONDUCT BY
PARTICIPATING
LENDERS,
LESSORS,
CONTRACTORS,
AND SERVICE
PROVIDERS:

- 1. PG&E or its agents shall not be liable to Customer for any damages caused by Participating Finance Company's failure to perform any commitment to the Customer or misrepresentation to the Customer. The amount of the OBR Charges shall be provided to PG&E by the CHEEF. PG&E shall not be liable to Customer if the amount of such charges is inaccurate in any way or contains charges that are in violation of the Eligible Agreement or any state or federal laws. The Participating Finance Company is not PG&E's agent for any purpose by virtue of the OBR billing procedures set forth in this Rate Schedule. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by a Participating Finance Company or a contractor or service provider in connection with soliciting Customers for Qualified Measures or for the Eligible Agreement.
- OTHER FORMS: 1. To receive bill payment history directly from PG&E, a Customer, or its authorized agent or representative must sign Form 79-1095 "Authorization to Receive Customer Information or Act On a Customer's Behalf" to provide the CHEEF and a Participating Finance Company authorization to access the Customer's billing information and any other relevant Customer-specific data.

(N)